



**Sean Rogan**  
Executive Director

**COMMUNITY DEVELOPMENT COMMISSION**  
**of the County of Los Angeles**

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**Gloria Molina**  
**Mark Ridley-Thomas**  
**Zev Yaroslavsky**  
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Commissioners

**ADOPTED**

Community Development Commission

June 14, 2011

#1-D JUNE 28, 2011

The Honorable Board of Commissioners  
Community Development Commission of the  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

*Sachi A. Hamai*  
SACHI A. HAMAI  
EXECUTIVE OFFICER

Dear Commissioners:

**APPROVE MEMORANDUM OF UNDERSTANDING WITH DEPARTMENT OF CHILDREN AND  
FAMILY SERVICES FOR ACCEPTANCE OF INDEPENDENT LIVING PROGRAM FUNDS AND  
AMENDMENT TO INTERAGENCY AGREEMENT WITH LOS ANGELES HOMELESS SERVICES  
AUTHORITY TO FUND EMANCIPATED FOSTER YOUTH PROGRAMS  
(ALL DISTRICTS) (3 VOTES)**

**SUBJECT**

This letter recommends that your Board approve a Memorandum of Understanding (MOU) between the Department of Children and Family Services (DCFS) and the Community Development Commission (Commission) for the acceptance of Independent Living Program (ILP) funds from DCFS to the Commission, which will then be transferred to the Los Angeles Homeless Services Authority (LAHSA) for the operation of housing programs for transition age youth who have emancipated from the foster care system.

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Approve the attached MOU between the DCFS and the Commission for acceptance of \$533,344 in ILP funds for the operation and contract administration of various County emancipated foster youth programs, to be effective July 1, 2011 through September 30, 2011, or such earlier date on which DCFS executes an MOU directly with LAHSA for these activities.
2. Accept and authorize the Executive Director or his designee to execute any and all documents necessary to complete the transfer of \$533,344 in ILP funds from DCFS to the Commission, of which \$30,750 will be reserved by the Commission for administrative costs.
3. Authorize the Executive Director or his designee to incorporate up to \$533,344 in ILP funds into

the Commission's approved Fiscal Year 2011-2012 budget, for the purposes described above.

4. Authorize the Executive Director or his designee to enter into and execute an Amendment to the Interagency Agreement (Agreement) with LAHSA to extend the term of the Agreement for three additional months and to provide for the transfer of \$502,594 in ILP funds from the Commission to LAHSA for program operation and contract administration, to be effective upon approval as to form by County Counsel and execution by all parties.

5. Authorize the Executive Director or his designee to oversee and monitor LAHSA's administration of the ILP housing services contracts with the service providers selected through a Request for Proposals issued in 2010.

6. Find that approval of the MOU between the DCFS and the Commission for the acceptance of ILP funds and the Interagency Agreement with LAHSA are not subject to the provisions of the California Environmental Quality Act (CEQA), as described herein, because the activities are not defined as a project under CEQA.

#### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The proposed actions will allow the Commission to continue to accept County ILP housing funds from DCFS, and to transfer these funds, less an administrative fee, to LAHSA for the continued operation of housing programs for transition age youth who have emancipated from the foster care system, while an MOU is finalized and executed between DCFS and LAHSA.

#### **FISCAL IMPACT/FINANCING**

ILP funds in an amount up to \$533,344 will be transferred to the Commission by DCFS to fund the ILP for up to three months in Fiscal Year 2011-2012. An administrative fee in the amount of \$30,750 will be reserved for the Commission. ILP funds will be incorporated into the Commission's approved Fiscal Year 2011-2012 budget, as needed.

#### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The Foster Care Independence Act of 1999 (also known as the John H. Chafee Foster Care Independence Program) allocates funds for foster youth and former foster youth up to the age of 21 in order to help prepare them for independent living. Up to 30% of the annual ILP allocation may be used for housing-related costs to help former foster youth to live independently.

In 2005, the Board of Supervisors approved an MOU between the Commission and DCFS to oversee the ILP housing allocation until June 30, 2008. In 2008, the Board approved another MOU between the Commission and DCFS with two one-year options for renewal, to operate the program until June 30, 2011.

In 2010, the Commission, DCFS, LAHSA, and the County of Los Angeles' Chief Executive Office agreed that beginning in Fiscal Year 2011-2012, DCFS would enter into an MOU directly with LAHSA to administer the ILP housing programs. DCFS has requested the extension of the current MOU between DCFS and the Commission through the first quarter of Fiscal Year 2011-2012 or until such earlier date that DCFS and LAHSA have completed negotiations and finalized a direct MOU. The Commission has agreed to continue to oversee LAHSA activities related to the program for no

longer than three additional months, beginning July 1, 2011 through September 30, 2011.

Under the attached MOU, the Commission will provide administrative and fiscal oversight to LAHSA for the ILP housing components through September 30, 2011 or an earlier date mutually agreed to by both parties, based on available funding and successful performance.

The Commission will execute a 3-month extension of the existing Interagency Agreement with LAHSA to allow LAHSA to continue to fund and oversee transitional housing programs to benefit emancipated foster youth.

#### **ENVIRONMENTAL DOCUMENTATION**

These actions are not subject to the provisions of CEQA pursuant to State CEQA Guidelines 15060(c)(3) and 15378 because they are not defined as a project under CEQA and do not have the potential for causing a significant effect on the environment.

#### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

These actions will allow for the uninterrupted administration of transitional housing programs for emancipated foster youth under the Independent Living Program during the first quarter of Fiscal Year 2011-2012.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Sean Rogan", followed by a horizontal line.

SEAN ROGAN  
Executive Director

SR:kk

Enclosures

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**LOS ANGELES COUNTY**  
**DEPARTMENT OF CHILDREN AND FAMILY SERVICES**  
**AND**  
**COMMUNITY DEVELOPMENT COMMISSION OF THE COUNTY OF LOS ANGELES**  
**TO PROVIDE**  
**INDEPENDENT LIVING PROGRAM HOUSING PROGRAMS**

This Memorandum of Understanding (MOU) or “Agreement” is entered into between the County of Los Angeles, by and through its Department of Children and Family Services (DCFS), and the Community Development Commission of the County of Los Angeles (Commission). This MOU serves as a month-to-month extension (three month maximum) of the second and final annual extension of the MOU signed during Fiscal Year 2008-2009 and the most recent MOU (Attachment E) signed for Fiscal Year 2010 – 2011. The time period of this month-to-month extension will begin on July 1, 2011 and terminate on or before September 30, 2011.

**I. PURPOSE**

DCFS, as the County’s Child Welfare Agency, is the recipient and administrator of the County’s allocation of Independent Living Program Funds (ILP Funds), under the Chafee Foster Care Independence Program (CFDA # 93.674), as amended, herein call the “Chafee Act”, granted by the U.S. Department of Health and Human Services for Fiscal Year 2011-2012; and

The Design Team, which became known as the Los Angeles County Youth Development Services Partnership (Partnership) was appointed by the Los Angeles County Chief Executive Officer (CEO) to oversee the operations of the Youth Development Services (YDS) Division of DCFS, the Los Angeles County Probation Department; and

Based on the recommendation of the Partnership three years ago, DCFS allocated two million, one hundred thirty-three thousand, three hundred seventy-six thousand dollars (\$2,133,376) in the Fiscal Year 2010-2011 ILP budget for the administration and funding of housing program units; and

The purpose of this MOU is for the Commission to manage the implementation of the ILP Housing Programs (Program) for transition age youth in Los Angeles County Transitional Housing programs to assist these youth in developing independent living skills and assistance in securing and maintaining permanent

housing. This month-to-month agreement is to allow a DCFS contract to be finalized directly with the Los Angeles Homeless Services Authority (LAHSA). The Commission will be allowed to bill for administrative costs during the additional months and will perform all the services set forth in the Program Description, Attachment A to this Agreement, attached hereto and incorporated herein by reference. DCFS has an MOU with the Probation Department to use ILP funds and implement programs for ILP eligible youth, including housing services.

## **II. TERM OF MOU**

This month-to-month Agreement shall be effective for a maximum of three months from July 1, 2011 through September 30, 2011. This Agreement will remain in effect for a maximum of three months until such time that the contract between DCFS and the LAHSA is in effect, revisions or changes are necessary to this MOU, or either Department or Agency decides to terminate the Agreement.

## **III. COMPENSATION FOR SERVICES**

For performance of services described in the attached Program Description, DCFS shall pay the Commission for the three months an amount not to exceed five hundred and thirty three thousand, three hundred and forty-four dollars (\$533,344) which the payment shall constitute full and complete compensation for the Commission's services for three months and the housing programs to be implemented under this MOU. Said compensation shall be paid by DCFS out of ILP Funds received from the Chafee Act for Fiscal Year 2011-2012, for allowable costs to be incurred for the express purposes specified. The parties understand and agree that such payment, if any, shall be conditioned upon the allocation by the State of said funds to DCFS, and shall not be a charge against any other funds of DCFS. Said funds shall be paid in accordance with the schedule set forth in the budget, Attachment C, attached hereto and incorporated herein by this reference. Any money received by the Commission hereunder and not incurred for costs pursuant hereto and/or during the term of this Agreement shall be returned to DCFS within 60 days of the end of this Agreement, whether this occurs on or before September 30, 2011.

**IV. DCFS RESPONSIBILITIES:**

- A. For the three month extension from July 1, 2011 to September 30, 2011, (Fiscal Year 2011-2012) DCFS shall issue a County warrant to the Commission in the amount not to exceed five hundred and thirty three thousand, three hundred and forty-four (\$533,344) in a lump sum as specified in the attached Budget.
- B. DCFS shall periodically monitor the project performance by the Commission on program activities as specified in the Program Description, by review of project records and interviews with the Commission's staff as required by the County of Los Angeles, Department of Developmental Services and the federal regulations governing projects funded under the Chafee Act. DCFS shall promptly notify the Commission of changes in any regulatory requirements specifically governing the administration of ILP Funds that become effective following the execution of this Agreement.
- C. DCFS may, after review and evaluation of the Program, modify the amount of funds designated for the Program (exclusive of program administration), and/or require the Commission to implement changes in the scope of services to be performed by the Commission.

**V. COMMISSION RESPONSIBILITIES**

- A. The Commission has received approval from the Board of Commissioners to accept a maximum of five hundred and thirty three thousand, three hundred and forty-four (\$533,344) in ILP Funds from DCFS, effective July 1, 2011 through September 30, 2011.
- B. The Commission shall manage the ILP Funds received from DCFS by ensuring that the ILP Funds are distributed and used in the manner and for the purposes for which they are prescribed in the Program Description, Attachment A. The Commission will submit monthly expenditure reports with detailed supporting documents to the DCFS Finance Section by the 15th day of the following month. Of the ILP Funds transferred from DCFS to the Commission, the Commission will be compensated based on expenditures of up to thirty thousand, seven hundred and fifty dollars (\$30,750) for its actual and allowable administrative costs and oversight of

this Program. The Commission is not to spend any funds in excess of those specified in Attachment C.

- C. The Commission shall provide an expenditure report to DCFS Finance within 15 days of the close of the three month period in order for DCFS to claim the expenditures for reimbursement by the State.
- D. The Commission will enter into an Inter-agency Agreement with Los Angeles Homeless Services Authority (LAHSA) to transfer a maximum of five hundred and two thousand, five hundred and ninety-four dollars (\$502,594) in ILP Funds, to be transferred in advance from time to time at the discretion of the Executive Director of the Commission for ILP housing programs effective through September 30, 2011, provided program goals, and outcomes are satisfied as shown in Attachment B. LAHSA will be compensated a maximum of forty thousand, nine hundred and ninety-nine dollars (\$40,999) for its own administration and Program costs. The amount will be prorated in the event that the MOU is terminated prior to the end of the three months. The remaining four hundred, sixty one thousand, five hundred and ninety-five dollars (\$461,595) will be distributed by LAHSA to various housing providers that have successfully been awarded contracts through the Request for Proposal process to provide transitional housing services.
- E. The Commission will oversee and monitor LAHSA's implementation and administration of the Program, The Commission will oversee the administration of ILP Funds to various housing providers and work with LAHSA to ensure that all housing facilities provided under the Program are clean, safe and comfortable, and to develop and implement the work plan for use of the ILP Funds. The Commission will ensure that LAHSA includes the transition youth monitoring report in contracts with the housing providers, Attachment D.

The Commission will follow all applicable state and federal regulations, including, but not limited to the California Department of Social Services State Regulations, Chapters 23-600 and Federal Title IV-E Procurement Regulations. Further, the Commission shall ensure that LAHSA abides by all applicable state and federal regulation, including, but not limited to those referenced above in administering and overseeing ILP. The Commission will require LAHSA to return all unspent ILP Funds not expended by

September 30, 2011. Such returned funds will be returned to DCFS within 60 days of the end of this Agreement. No funds can be expended past the termination date of the MOU, on or before September 30, 2011,

**VI. CONFIDENTIALITY**

DCFS and the Commission shall maintain the confidentiality of all records and information relating to juvenile participants under this MOU. This shall be in accordance with Welfare and Institutions Code (WIC) provisions, as well as all other applicable state and county laws, ordinances, regulations, and directives relating to confidentiality. DCFS and the Commission shall inform all their managers, supervisors, employees, and contractor providers rendering services hereunder, of the confidentiality provision of this Agreement.

In no case shall records or information pertaining to participants be disclosed to any person, except designated county/contractor employees, without the written permission from an authorized representative.

**VII. BACKGROUND AND SECURITY INVESTIGATION**

DCFS and the Commission shall be responsible for ensuring the ongoing compliance of background and security investigations applicable to each department's contracts and contract employees.

**VIII. AMENDMENTS TO THE MOU**

DCFS may modify the amount of ILP Funds designated for the Program (exclusive of program administration) and/or modify the scope of services to be performed, subject to costs incurred or encumbered by contractual agreement. However, any other changes to this MOU must be accomplished by written consent of both parties.

**IX. TERMINATION OF MOU**

Either party may terminate this Agreement by giving the other party 30 days written notice. Any unused ILP Funds (exclusive of program administration) must be returned to DCFS by the Commission within 60 days of the close of the first quarter (July 1, 2011 to September 30, 2011) County Fiscal Year (2011-2012).



Memorandum of Understanding  
Amendment Extension  
DCFS/CDC 2011  
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LOS ANGELES COUNTY DEPARTMENT  
OF CHILDREN AND FAMILY SERVICES

COMMUNITY DEVELOPMENT  
COMMISSION OF THE COUNTY OF  
LOS ANGELES

By: \_\_\_\_\_  
Jackie Contreras, Ph.D, Interim Director

By: \_\_\_\_\_  
Sean Rogan  
Executive Director

APPROVED AS TO FORM:  
ANDREA SHERIDAN ORDIN  
County Counsel

By: \_\_\_\_\_  
Deputy

## **ATTACHMENT A**

### **PROGRAM DESCRIPTION**

In order to meet the housing needs of the transition age youth of Los Angeles County, the Commission shall enter into an interagency Agreement with Los Angeles Homeless Services Authority (LAHSA) to procure and administer housing services under the County's Youth Development Services/Independent Living Program. Under this Agreement, LAHSA shall manage contracts awarded to community-based organizations that provide the following housing needs and conduct a Request for Proposal (RFP) process when needed.

#### **Transitional Housing**

The Transitional Housing programs shall assist transition age youth in developing independent living skills and in moving into permanent housing. The program shall provide housing arrangements for at least one year, with supportive services available, targeting young adults with special needs, including developmental, behavioral, mental health, substance abuse, pregnancy and parenting issues.

#### **Other Housing Services**

The Youth Development Services Partnership may expand or change the ILP housing program to further meet the needs to assist transition age youth with additional services such as Housing Search, and Resource Assistance and/or Rental Subsidies.

## **ATTACHMENT B**

### **PROGRAM GOALS AND OUTCOMES FOR THE LAHSA CONTRACTED HOUSING PROGRAMS UTILIZING ILP FUNDS**

#### **Transitional Housing Program Goals**

The housing programs contracted with the LAHSA utilizing ILP funds will provide transitional housing and services to transition age youth. The Transitional Housing Programs will document the number of people who exit and the reasons why they exit the program.

#### **RESIDENTIAL STABILITY**

##### **Performance Target No. 1: Residential Stability**

By September 30, 2011 15 percent of participants served in the program will be placed into permanent housing.

**Required Verification:** A copy of the lease or rental agreement for the participant, documentation of a home visit in the participant case file and case notes in HMIS, or address of new residence and telephone contact with client within 30 days to verify placement.

##### **Performance Target No. 2: Residential Stability**

By September 30, 2011, 18 percent of participants placed in permanent housing will have remained housed for at least six months. This number includes program participants placed in transitional housing since January 1, 2011, (six months prior to contract start date) under the 2010-11 contract for this program.

**Required Verification:** Case manager performing follow-up calls and/or home visits at one-month, four-month, and six-month intervals must be documented in case file and in HMIS.

#### **INCREASE INCOME**

##### **Performance Target No. 1: Increase Income**

By September 30, 2011, 10 percent of participants served in the program will obtain income from mainstream health and human services programs (government benefits such as Medicaid, County Mental Health Services, Veterans Benefits, GR, SSI, SSDI, Food Stamps, etc.)

**Required Verification:** Application to obtain benefits and the benefits award letter documented in the participant case file and case notes in HMIS.

### **Performance Target No. 2: Increase Income**

By September 30, 2011, 16 percent will complete educational training (obtain GED, complete vocational training, or certificate program).

**Required Verification:** A copy of the certificate of completion.

### **Performance Target No. 3: Increase Income**

By September 30, 2011, 10 percent of participants served will be employed full-time or received disability income when they exit the program.

**Required Verification (Employment):** Copy of pay stubs or letter from employer confirming employment documented in participant case file.

**Required Verification (Disability Income):** Application for disability income and the award letter documented in the participant case file and case notes in HMIS.

## **SELF SUFFICIENCY AND INDEPENDENCE**

### **Performance Target No. 1: Self Sufficiency and Independence**

At the time of the participants exit from the program, 20 percent will have documentation demonstrating independent skills training achievements that support their Individual Living Service Plan (ILSP), thus ensuring self-sufficiency and the ability to live independently. Areas of training must include but are not be limited to: meal planning and preparation, maintenance of one's own unit, money management and budget planning, developing relationships and accessing resources.

**Required Verification:** Pre and post tests of the Life Skills curriculum that demonstrate participants increased ability to successfully accomplish the established training goals.

## **ATTACHMENT C**

### **BUDGET**

(July 1, 2011 through September 30, 2011)

#### **ESTIMATED EXPENDITURES**

<b>TOTAL EXPENDITURES</b>	<b>\$533,344</b>
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LAHSA Administrative expenditure	\$ 40,999
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CDC Administrative expenditure	\$ 30,750
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Transitional Housing Program Expenditure	\$461,595
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#### **ESTIMATED REVENUE**

Independent Living Program (ILP) Funds	<b><u>\$533,344</u></b>
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<b>TOTAL REVENUE</b>	<b><u>\$533,344</u></b>
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## OUTCOME MEASURES

### Transition Youth Monitoring Report

THP NAME: \_\_\_\_\_

[illegible]